

UNRESTRICTED COMMERCIAL USER LICENSE



City of Flagstaff - GIS Section
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Name: _____ Firm: _____

Address: _____

Phone: _____ FAX/E-mail: _____

1. PREVIOUSLY PREPARED/CANNED DIGITAL DATA (UNRESTRICTED COMMERCIAL USER LICENSE)

City of Flagstaff on DVD (Citywide Layers and Images) _____ \$10,000 PER DISK \$ _____

- Layers Included: Parcels, Zoning, Topography/Contours, Streets, Buildings, City Utilities, Aerial Photography etc.
- Data on "COF on DVD" is provided in ESRI "shape" file format with demo DXF/DWG conversion software.
- COF on DVD is updated approximately four times a year. You may request **one** COF on DVD update within 6 months of original purchase (receipt required).

2. CUSTOM DIGITAL DATA EXTRACTIONS (UNRESTRICTED COMMERCIAL USER LICENSE)

Custom data extractions may not include more than half the city's total area. Area must be contiguous. Base Fee Is \$5,000 Plus \$75 an Hour.

BASE FEE \$5,000 \$ _____

NUMBER OF HOURS _____ X \$75 \$ _____

- Layers Available Include: Parcels, Zoning, Topography/Contours, Streets, Buildings, City Utilities, Aerial Photography etc.
- Data is provided as ESRI "shape" files on CD-ROM or DVD.
- ½ hour minimum charge.

DESCRIPTION: _____

3. PREVIOUSLY PREPARED/CANNED PRINTED MAPS

➤ Citywide maps currently available; **Subdivision, Streets, Aerial Photo**
ANSI E (34"x 44") _____ \$20 PER PAGE \$ _____

4. CUSTOMIZED PRINTED MAPS _____ \$75 AN HOUR \$ _____

- Layers Available Include: Parcels, Zoning, Topography/Contours, Streets, Buildings, City Utilities, Aerial Photography etc.
- ½ hour minimum charge.
- Includes one printed map of any size. Extra printed pages of same size are charged at the per page rate of 8.5x11 @ \$3, 11x17 @ \$4, 13x19 @ \$6, 34x44 @ \$20, 42x54 @ \$30.

DESCRIPTION: _____

TOTAL \$ _____

SIGN BELOW TO ACKNOWLEDGE ACCEPTANCE OF THE UNRESTRICTED COMMERCIAL USER LICENSE AGREEMENT AND DATA QUALITY DISCLAIMER FOUND ON THE BACK OF THIS DOCUMENT OR ATTACHED ON A SECOND PAGE.

Name

Firm

Date

Sold by

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City warrants that for a period of ninety days after delivery to the original user, as evidenced by a receipt, the Data shall conform substantially to the specifications as set forth in the documentation relating thereto, and both City and all of its licensors expressly disclaim all other warranties, express or implied, including, but not limited to, the implied warranties of merchantability and/or fitness for a particular purpose. City's sole responsibility shall be, at City's sole option, to: (1) modify or replace the Data so that the Data, as modified or replaced, conforms substantially to the specifications; or (2) to refund the original purchase price, as evidenced by a receipt.

LIMITATION OF REMEDIES:

City shall have no other liability with regard to the Data. City does not warrant that the Data will meet the requirements of Licensee or that the operation of the Data will be error free, or that Data defects will be corrected. The entire risk as to the quality and usefulness of the data and the entire risk arising out of the use or performance of this Data and documentation rests with Licensee. In no event shall City, or anyone else involved in the creation, production or delivery of this Data, be liable for any damages whatsoever whether in contract or in tort, including but not limited to lost profits, lost savings, lost data, business interruption, computer failure or malfunction, or other pecuniary loss or any direct, indirect or incidental damages or other economic consequential damages, or for any claim or demand against Licensee by any other party, arising out of the use or inability to use this Data, even if City, or anyone else involved in the creation, production or delivery of this Data, has been advised of the possibility of such damages.

The limitation of remedies described in this Section also apply to any third-party supplier of materials to City. The limitations of liabilities of City and its third-party suppliers are not cumulative. Each such third-party supplier is an intended beneficiary of this Section.

CAUTION:

The data comes from many diverse sources; is actively being worked on by City; is subject to constant change; and may not be complete, accurate or up-to-date. The x,y coordinates may be in error by several hundred feet or more. Layers may have registration errors and not overlay each other correctly. All data is provided as is, with all faults. The data is intended only to depict approximate locations. It should not be relied upon without proper field verification.

GENERAL:

You may terminate your license at any time. City may terminate your license if you fail to comply with the terms and conditions of this license. In either event, you must destroy all your copies of the Data. This license is governed by the laws of the State of Arizona, without reference to the choice of law provisions of Arizona law.

ACKNOWLEDGMENT:

You acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms and conditions. You also agree that this Agreement is the only agreement between you and City and cannot be modified by any purchase orders, advertising or other representations by anyone, unless a written amendment has been signed by an authorized officer of City.

Revised June 28, 2006